

Nursery Units      Building ID#      Location      Annual Production

Finishing Units      Building ID#      Location      Annual Production

[TO BE COMPLETED]

## ARTICLE 2 - EFFECTIVE DATE AND TERM

### Section 2.01

From the date hereof, this Contract shall continue and remain in full force and effect from and after \_\_\_\_\_, 2000 through \_\_\_\_\_, 200\_\_ (unless otherwise extended by the parties hereto or unless terminated in accordance with the terms hereof).

## ARTICLE 3 - QUANTITY

### Section 3.01

Except as otherwise set forth herein, during each of the fiscal years provided for under this Contract (fiscal year, for the purposes of this Contract, shall begin \_\_\_\_\_ and end \_\_\_\_\_), Buyer shall accept delivery and purchase, and Seller shall deliver and sell the number of Market Hogs per fiscal year, from the Designated Production Facilities, as set forth below.

Fiscal Year Ending

Quantity

[TO BE COMPLETED]

- (i) The above schedule is less than the total quantity of hogs produced by Seller, at the Designated Production Facilities, on both a historical and current basis. Hog production at the Designated Production Facilities, which is in excess of the quantity set forth above, shall be subject to the provisions of subparagraph (ii) below.
- (ii) Buyer shall accept and purchase, and Seller shall deliver and sell the number of Market Hogs, which are produced at the Designated Production Facilities, during any fiscal quarter which are in excess of 25% of the fiscal year quantity ("Excess Market Hogs") as set forth above. Seller will notify Buyer in writing at least ninety (90) days before the beginning of the respective fiscal quarter of the availability of Excess Market Hogs (including the approximate number thereof) for the upcoming fiscal quarter. Buyer will not be obligated to purchase Excess Market Hogs in excess of such approximate number. Further, Buyer will not be obligated to